RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

March 17, 2020

Made By: Mr. Yates, Seconded By: Mr. Williams
Action: Motion Carried, Unanimously

Title: Authorization for the Commissioner of Highways to Enter into an Agreement with the Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA-EFLHD) Relating to the Arlington National Cemetery Southern Expansion (ANCSE) Project in Arlington County

WHEREAS, the National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to realign and replace the road network in Arlington County, Virginia around Arlington National Cemetery to increase the amount of land available for burials and to maintain traffic flow through the vicinity of Arlington National Cemetery, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the expansion of Arlington National Cemetery; and

WHEREAS, the Arlington National Cemetery is proposing to develop approximately sixty-five acres of land referred to as the Southern Expansion Site to increase Arlington National Cemetery’s contiguous land area and expand its burial capacity to meet the demands of eligible Veterans into the future; and

WHEREAS, the United States, Department of the Army, has entered into an agreement with FHWA-EFLHD (DTFH71-16-X-50032) establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for transportation improvements necessary for execution of the ANCSE Project (attached hereto as Exhibit A); and

WHEREAS, VDOT currently owns and maintains the interchange at South Washington Boulevard and Columbia Pike, and a section of Columbia Pike between South Washington
Resolution of the Board
Authorization for the Commissioner of Highways to Enter into an Agreement with FHWA-EFLHD Relating to the Arlington National Cemetery Southern Expansion Project in Arlington County
March 17, 2020
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Boulevard and South Joyce Street, which are the subject of improvements necessary for the ANCSE Project; and

WHEREAS, VDOT completed review of 35% plans for the ANCSE Project, submitted by the Army, and 40% plans for the realignment of Columbia Pike and modifications to the interchange at South Washington Boulevard and Columbia Pike, submitted by FHWA-EFLHD; and

WHEREAS, several agreements between VDOT, Arlington County, Department of Defense Washington Headquarters Services, FHWA-EFLHD and/or the U.S. Army Corps of Engineers to coordinate execution of, and to address the relocation or alteration of existing facilities to accommodate, the ANCSE Project are under development; and

WHEREAS, in the interim, FHWA-EFLHD has requested that VDOT provide various services for the Project, such as project design reviews more immediately and construction inspections at some point in the future, for which FHWA-EFLD will compensate VDOT; and

WHEREAS, it is believed to be in the best interest of the Commonwealth for VDOT to commence providing the services requested, so as to facilitate acceptance of the subject improvements upon completion and in order for VDOT to be compensated for said services, it is necessary for VDOT and FHWA-EFLHD to enter into a Federal-Aid Project Agreement relating to the work; and

WHEREAS, Section 33.2-221 of the Code of Virginia empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by the present or future acts of Congress in the area of transportation.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board hereby authorizes the Commissioner of Highways or his designee to enter into the Federal Aid Project Agreement with FHWA-EFLHD, attached hereto as Exhibit B, so that VDOT may commence services on the ANCSE Project and receive compensation therefor.

###
Title: Authorization for the Commissioner of Highways to Enter into a Federal-Aid Project Agreement with the Federal Highway Administration, Eastern Federal Lands Highway Division (FHWA-EFLHD) Relating to the Arlington National Cemetery Southern Expansion (ANCSE) Project in Arlington County

Issues: The United States Army is developing plans for the Arlington National Cemetery Southern Expansion (ANCSE) Project, which will add approximately 65 acres of additional land to Arlington National Cemetery and includes realigning/reconfiguring Columbia Pike and modifying the interchange at South Washington Boulevard and Columbia Pike. The project for roadway modification is being administered by Federal Highway Administration – Eastern Federal Lands Highway Division (FHWA-EFLHD) under the Defense Access Roads (DAR) program. FHWA-EFLHD has requested that the Virginia Department of Transportation (VDOT) provide various services for the Project, such as project design reviews, for which FHWA-EFLD will compensate VDOT and in order for VDOT to be compensated for said services, it is necessary for VDOT and FHWA-EFLHD to enter into a Federal-Aid Project Agreement relating to the work.

Pursuant to §33.2-221 of the Code of Virginia, approval of the CTB and authorization for the Commissioner to execute the Federal-Aid Project Agreement with FHWA-EFLHD is sought.

Facts:

- The National Defense Authorization Acts of 2016 and 2017 collectively authorize the Secretary of the Army to realign and replace the road network in Arlington County, Virginia around Arlington National Cemetery to increase the amount of land available for burials, and to maintain traffic flow through the vicinity of Arlington National Cemetery, the Pentagon Reservation and Joint Base Myer-Henderson Hall, and further, to acquire all right, title and interest in certain lands sufficient for the expansion of Arlington National Cemetery.

- The United States, Department of the Army, has entered into an agreement (DTFH71-16-X-50032) establishing roles, responsibilities, funding, and procedures among and between the Army and FHWA-EFLHD for the execution of the Arlington National Cemetery Southern Expansion Project (attached hereto as Exhibit A).

- VDOT currently owns and maintains the interchange at South Washington Boulevard and Columbia Pike, and a section of Columbia Pike between South Washington Boulevard and South Joyce Street which are the subject of improvements necessary for the ANCSE Project.

- In October 2019, VDOT completed review of 35% plans for the ANCSE, submitted by the Army, and 40% plans for the realignment of Columbia Pike and modifications to the interchange at South Washington Boulevard and Columbia Pike, submitted by FHWA-EFLHD.
Several agreements between VDOT, Arlington County, Department of Defense Washington Headquarters Services, FHWA-EFLHD and/or the U.S. Army Corps of Engineers to coordinate execution of, and to address the relocation or alteration of existing facilities to accommodate, the ANCSE Project are under development.

In the meantime, FHWA-EFLHD has requested that VDOT provide various services for the Project, such as project design reviews more immediately and future construction inspections, for which FHWA-EFLD will compensate VDOT.

VDOT believes that it is in the best interest of the Commonwealth for VDOT to commence providing the design review services requested, in order to facilitate acceptance of the subject improvements upon completion.

In order for VDOT to receive compensation for said services, it is necessary for VDOT and FHWA-EFLHD to enter into a Federal-Aid Project Agreement relating to the work (attached hereto as Exhibit B).

As the various agreements between VDOT, Arlington County, Department of Defense Washington Headquarters Services, FHWA-EFLHD and/or the U.S. Army Corps of Engineers relating to the ANCSE Project are fully developed, they will be presented to the Board for its approval.

Section 33.2-221 of the *Code of Virginia* empowers the CTB to comply fully with federal-aid acts, to enter into all contracts or agreements with the United States government and do all other things necessary to carry out fully the cooperation contemplated and provided for by the present or future acts of Congress in the area of transportation.

**Recommendation:** VDOT recommends, pursuant to §33.2-221 of the *Code of Virginia*, the CTB approve and authorize the Commissioner of Highways to execute the Federal-Aid Project Agreement between VDOT and FHWA-EFLHD for the Arlington National Cemetery Southern Expansion project.

**Action Required by CTB:** Approve by majority vote the resolution providing the authorization recommended herein.
Result, if Approved: VDOT can enter into the Federal-Aid Agreement with FHWA-EFLHD for the Arlington National Cemetery Southern Expansion project and receive compensation for the services VDOT is providing for the Project.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: N/A
Memorandum of Agreement

between

The Department of the Army

and the

United States Department of Transportation,
Federal Highway Administration,
Eastern Federal Lands Highway Division

for the

Design and Construction of Transportation Improvements for the Realignment of Southgate Road, Columbia Pike, South Joyce Street, and State Route 27

In

Arlington County, Virginia
PURPOSE

The purpose of this Memorandum of Agreement (Agreement or MOA) is to establish the roles, responsibilities, funding, and procedures by which the Department of the Army (Army), Arlington National Cemetery (ANC); and the Department of Transportation, Federal Highway Administration (FHWA), Eastern Federal Lands Highway Division (EFLHD) (hereinafter known as the “Parties”) in execution of a project for the environmental planning, design, and construction of a Project at Arlington National Cemetery in Arlington County, Virginia, to realign Southgate Road, Columbia Pike, South Joyce Street, and VA State Road 27 Interchange; including demolition of pavements and other existing roadway features; and including measures to relocate utilities outside the cemetery southern expansion area, or provide the infrastructure to allow future relocation of the utilities, including removal to the extent funding will allow, (hereinafter referred to as the Project). The Project was selected to receive $30 million in Defense funding under the 2016 Consolidated Appropriations Act associated with the Arlington Cemetery Southern Expansion.

This Agreement is made as of the date of the final signature below by and among the following (each a Party, and collectively the Parties): the United States of America, acting by and through the Department of the Army (Army), the Department of Transportation’s Federal Highway Administration acting by and through the Federal Highway Administration, Eastern Federal Lands Highway Division (EFLHD).

AUTHORITIES

WHEREAS, the Project has been certified as important to National Defense thus making it eligible for Defense funding (23 USC 210) which was appropriated in the 2016 Consolidated Appropriations Act for transportation improvements that are necessary for the Arlington National Cemetery’s southern expansion;

WHEREAS, Defense funding for the final design and construction of the Project is authorized under the DAR Program authority (23 USC 210) and EFLHD has agreed to procure those services at the request of the Army;

WHEREAS, the Army is authorized to enter into this Agreement pursuant to 10 U.S.C. § 3001 et seq. and is the agency with administrative jurisdiction over the Arlington National Cemetery. The authority for this advance funding is the Consolidated Appropriations Act, 2016, Public Law 114-113, at Division J, Section 132, funds may be transferred to another Federal agency to perform engineering and other services in connection with the DAR project to support ANC’s southern expansion;

WHEREAS, 23 U.S.C. § 308(a) authorizes the FHWA, acting through EFLHD, to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other federal or state cooperating agencies;
WHEREAS, the Army will be the lead federal agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) and in accordance with 36 CFR § 800.2(a)(2), and responsible for compliance with the National Environmental Policy Act (NEPA);

WHEREAS, EFLHD will be a cooperating agency and participating jointly with the Army’s preparation of their National Historic Preservation Act and NEPA Documentation; and

WHEREAS, EFLHD will be responsible for its own compliance with the National Environmental Policy Act (NEPA) through adoption of the Army’s NEPA; and project administration, preliminary and final engineering and design, right of way acquisition, inspection, construction, utilities, and managing the federal funds transferred to EFLHD for the Project upon the Army’s completion of NEPA and National Historic Preservation Act.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I  SCOPE OF WORK (Obligations, Responsibilities, and Funding)

A. The Army agrees to:

1. Upon execution of this Agreement, initiate the procedures needed to provide all the agreed-upon funds to EFLHD under an Intra-governmental Payment and Collection (IPAC);

2. Be the lead agency on the preparation of any environmental assessment or environmental impact statement that may be required for the proposed Project;

3. Participate in any EFLHD review of design and construction plans, specifications, and estimates (Plans) for the Project to the extent that the facility impacts Arlington National Cemetery property;

4. Participate in the final inspection of the constructed transportation facilities; and

5. Receive from EFLHD an itemized summary of its oversight costs together with a refund of any difference between that paid to EFLHD and the actual amount of EFLHD’s oversight costs.

B. EFLHD agrees to:

1. Enter into a separate agreement with the Virginia Department of Transportation (VDOT), Arlington County (County), Department of Defense Washington Headquarters Services (WHS) and the Department of the Army to coordinate execution of the Project;
2. Be a cooperating agency on the preparation of any environmental assessment or environmental impact statement that may be required for the Proposed Project;

3. Be the lead agency for project administration, preliminary and final engineering and design, right of way acquisition, inspection, and construction. The Project will consist of the design and construction to realign Southgate Road, Columbia Pike, South Joyce Street, and the Virginia State Route 27 Interchange; including demolition of pavements and other existing roadway features; and including measures to relocate utilities outside the cemetery southern expansion area, or provide the infra-structure to allow future relocation of the utilities, including removal to the extent funding will allow;

4. Prepare, or cause to be prepared, the plans, specifications, and estimates, along with other necessary design and construction documents, for review and comment at the normally scheduled milestone completion percentages;

5. Complete, or cause to be completed, the design, acquisition of right of way, utility relocation, and construction of the Project in accordance with applicable AASHTO, VDOT, and Arlington County standards and guides and specifications as agreed upon with VDOT and Arlington County;

6. Coordinate with and obtain written comments from the Army for the following activities and/or products:
   a. Design reviews, as appropriate for Design-Build;
   b. Final plans and specifications, including milestone percentage completion to 100 percent complete;
   c. Review of any plan changes – including plans, specifications, and estimates;
   d. Completed construction project;

7. Ensure all project activities are advertised, bids are evaluated, and contracts are awarded and administered in accordance with applicable Federal requirements;

8. Conduct construction inspection;

9. Conduct and document the final inspection with Arlington County, VDOT, WHS and with the Army attending;

10. Be responsible for the administrative settlement or adjudication of claims arising from contracts awarded by the FHWA and covered by this Agreement in accordance with the FAR and TAM, and subject to the availability of Project funds;
11. Provide the Army periodic written status reports on the Project, including expenditure data;

12. Prepare and provide the Army a Project Financial Plan and subsequent annual updates;

13. Maintain all records of all actions, contracts and expenditures on the Project in sufficient level of detail to allow identification of the nature of the expenditures made. The EFLHD will retain these records for a period after the Project records are closed out to provide complete information in response to an audit of either its own records or of the Arlington County or VDOT records of the Project;

14. Promptly initiate project close-out as soon as final costs are known. Submit an electronic copy of as-built plans to the Army, Arlington County, and VDOT after final inspection of project; and

15. Notify and/or return any unexpended Army funds to the Army at the conclusion of the Project.

ARTICLE II. FUNDING AND REIMBURSEMENT

The respective financial obligations of the parties under this Agreement shall be as follows:

A. Upon execution of this Agreement, the Army will initiate the procedures needed to provide advance funding of thirty million dollars ($30,000,000), through IPAC to EFLHD for delivery of the Project. The authority for this advance funding is the Consolidated Appropriations Act, 2016, Public Law 114-113, at Division J, Section 132. Upon execution of this Agreement, EFLHD will initiate standard procedures to accept funding in order to design and construct the Project. The EFLHD will not initiate any work until funding is received from the Army.

B. All costs associated, directly or indirectly, with any and all Project activities including, but not limited to: environmental compliance participation, right-of-way acquisition, utility relocation and removals, traffic studies, hazardous materials studies, design review, inspection, meetings, preliminary engineering, construction engineering, and project administration, not to exceed thirty million dollars ($30,000,000), shall be charged to the advanced funding sent to EFLHD, provided other Federal, state or local funds may also be contributed to the project and cannot be supplanted by the Army funds.

C. If the EFLHD’s actual costs are anticipated to exceed the advance funds provided, the Army and EFLHD agree to utilize one or more of the following options:
1. EFLHD and the Army may revise the budget to reflect the new estimate and the Army will identify and obligate additional funds needed to complete construction of the Project. EFLHD will request additional funds in time to have the additional funds in place before funds are exhausted.

2. Reduce the scope of work for the Project such that available funding is sufficient to cover the estimated costs.

3. EFLHD may cease work on the unfunded aspects of the Project; or

4. Any combination of (1), (2) or (3).

ARTICLE III: KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this project are as follows:

For the Army:

COL Douglas Guttormsen  Mr. Mark Hogan
Director of Engineering  Project Manager
Arlington National Cemetery  Arlington National Cemetery
Arlington, VA 22211  Arlington, VA 22211
Phone: (703) 614-0169  Phone: (571) 256-4332
Email: douglas.b.guttormsen.mil@mail.mil  Email: mark.b.hogan.civ@mail.mil

For the EFLHD:

Ms. Karen Schmidt  Mr. Kurt Dowden
Director, Program Administration  Project Manager Engineer
Department of Transportation  Department of Transportation
Federal Highway Administration  Federal Highway Administration
Eastern Federal Lands Highway Division  Eastern Federal Lands Highway Division
21400 Ridgetop Circle  21400 Ridgetop Circle
Sterling, Virginia 20166  Sterling, Virginia 20166
Phone: (703) 404-6276  Phone: (571) 434-1598
Fax: (703) 404-6217  Fax: (703) 404-6217
Email: karen.schmidt@dot.gov  Email: kurt.dowden@dot.gov

ARTICLE IV: OTHER TERMS OF AGREEMENT

A. This Agreement and the authorizations granted in it shall be effective only after the execution and approval by all parties to this Agreement.
B. This Agreement shall be in force and effect and shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of all Parties. This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been approved by the Parties in writing.

C. This Agreement may be modified by written consent of all of the Parties.

D. The Parties will be afforded an opportunity to inspect, review, and comment on, at any time, work in progress, the financial records, and any other supporting documentation.

E. The parties will be afforded an opportunity to participate in all meetings and field reviews.

F. This Agreement is governed by federal law, regulations and policy.

ARTICLE V: ASSIGNMENT

No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

ARTICLE VI: LIABILITY

The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment. The Parties will require their respective contractors to accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees and subcontractors. All claims shall be processed pursuant to applicable governing law.

Any claim that might be cognizable under the Federal Tort Claims Act (Title 28 United States Code Section 2671 et seq.) alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the particular injury-causing condition according to the laws of the United States.

ARTICLE VII: REQUIRED AND STANDARD CLAUSES

A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any party to expend funds in excess of available appropriations. This Agreement is subject to all laws governing federal procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this
AGREEMENT No.  DTFH71-16-X-50032

Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

B. Non-Discrimination: The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of disability, age, religion, race, creed, color, sex, or national origin, and shall observe all of the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. Section 2000(d), et seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to disability, age, religion, race, creed, color, sex, or national origin.

C. Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

D. Lobby Prohibition: The Parties will abide by the provisions of 18 U.S.C. Section 1913 (Lobbying with Appropriated Monies).

E. 31 U.S.C. Section 1352 prohibit the recipient or any lower tier sub-recipients of a Federal contract, grant, loan or cooperative agreement from expending federal funds to pay any person for influencing or attempting to influence a Federal Agency or Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan or entering into of any cooperative agreement.

F. The Parties agree that no rights shall be granted to any other person whatsoever by virtue of this Agreement, and there are no third party beneficiaries hereof.

ARTICLE VIII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE IX. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement and understanding of the Parties with respect to the Project. No oral or other written provisions shall have any force or effect except those contained in a written amendment to this Agreement executed by the parties.
AGREEMENT No. DTFH71-16-X-50032

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES DEPARTMENT OF DEFENSE
DEPARTMENT OF THE ARMY:

Patrick K. Hallinan  5/16/16
Executive Director,
Army National Military Cemeteries

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION:

Karen A. Schmidt  5/20/2016
Director, Program Administration
The State, through its Highway Agency, having complied or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

**PROJECT TERMINI/DESCRIPTION**

Design and Construction of Transportation Improvements for the Replacement of Southgate Road, and realignment of Columbia Pike, South Joyce Street, and State Route 27.

Compensate of Virginia Department of Transportation (VDOT) personnel for project design reviews and construction inspections for portions of the project roadway work that will be maintained by VDOT.

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*Estimated Budget is derived from the Project Memorandum Of Agreement executed on [Date]*

**REMARKS**

Estimated budget derived from Statement of Work and Independent Estimate
Obligation Number: 27XX51ANC000163L0
Accounting Data: 151551ANC0001, R00.PL.63L0.51, 1551000000, 25220, TAS 69-X-8083

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth in 23 CFR PART 630, SUBPART A and 2 CFR PART 200.

**Virginia Department of Transportation**
Official Name of Highway Agency

Recommended for Approval by:

FHWA, EFLHD Program Manager Date

Funds Certified by:

FHWA, EFLHD Finance Manager Date

By

Title & Date

FHWA, EFLHD Planning & Programming Manager Date

PR-2/PR-4A (EFL-FM-PKG-1/03)